

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3259295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GROUPON SWARM, LLC	02/19/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GROUPON, INC.	
<b>Street Address:</b>	600 WEST CHICAGO AVENUE	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60654	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14283151
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)833-2001	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	650-833-2000	
<b>Email:</b>	jason.lee@dlapiper.com	
<b>Correspondent Name:</b>	DLA PIPER LLP (US)	
<b>Address Line 1:</b>	2000 UNIVERSITY AVENUE	
<b>Address Line 4:</b>	EAST PALO ALTO, CALIFORNIA 94303-2215	
<b>ATTORNEY DOCKET NUMBER:</b>	366675-000083	
<b>NAME OF SUBMITTER:</b>	JASON LEE	
<b>SIGNATURE:</b>	/Jason Lee/	
<b>DATE SIGNED:</b>	03/10/2015	
<b>Total Attachments: 6</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective February 19, 2015, this Intellectual Property Assignment Agreement is entered into by and between **GROUPON SWARM, LLC**, a Delaware limited liability company ("Assignor") and **GROUPON, INC.**, a Delaware corporation ("Assignee").

### RECITALS

A. Pursuant to that certain Agreement and Plan of Merger, dated as of November 13, 2014 (the "Merger Agreement") by and among Groupon, Inc., Groupon Swarm, LLC, Groupon Swarm Acquireco, LLC, and Swarm Solutions, Inc., Assignor acquired certain assets, including all of the Material Intellectual Property Assets (as defined below), of Swarm Solutions Inc.

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to or under the Material Intellectual Property, whether registered or unregistered, including, but not limited to, all of the intellectual property listed in Schedule A attached hereto (collectively, the "Material Intellectual Property Assets"), and Assignee desires to obtain all of Assignor's right, title and interest in, to or under any and all Material Intellectual Property Assets.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Material Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof including the relevant portion of Assignor's business to which the marks and names pertain, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Material Intellectual Property Assets, and to file any and all subsequent applications based on the Material Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or other legal representatives, as

fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Material Intellectual Property Assets.

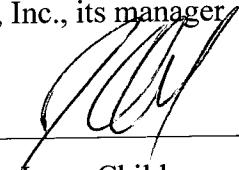
4. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Material Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Material Intellectual Property Assets to Assignee.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**IN WITNESS WHEREOF**, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

**GROUPON SWARM, LLC**

By: Groupon, Inc., its manager

By:  \_\_\_\_\_

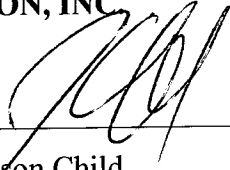
Name: Jason Child

Title: Chief Executive Officer

Date: 2/19/15

**IN WITNESS WHEREOF**, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

**GROUPON, INC**

By:  \_\_\_\_\_

Name: Jason Child

Title: Chief Executive Officer

Date: 2/19/15

## **Schedule A**

### **Material Intellectual Property Assets**

#### **Patents:**

1. Pending Application: Certification and Request for Prioritized Examination Under 37 CFR 1.102(e) for Visitor Detection Unit and Identification System dated May 20, 2014.

#### **Trademarks:**

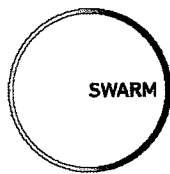
1. Pending Australian SWARM-MOBILE Application AN 1575743 in International Class 9.
2. Pending Australian SWARM-MOBILE Application AN 1575945 in International Class 35.

#### **Common Law Trademarks:**

1. Swarm
2. Swarm Solutions Inc.
3. Swarm Mobile
4. Swarm Ping
5. Swarm Portal
6. Portal Steps
7. Portal POS
8. Portal Presence
9. Swarm and Design:

SWARM

10. Swarm Logo:



**Unregistered Copyrightable Works:**

1. The Swarm-Mobile website
2. The Portal App
3. Mobile Device Management
4. The End-User Dashboard
5. SDK
6. API
7. Drawings related to the industrial design of the Swarm hardware
8. Drawings related to the Swarm hardware product packaging

**Hardware:**

1. Ping
2. Portal

**Domain Names:**

1. Meetswarm.com
2. Retail-ibeacon.com
3. Retailibeacon.com
4. Retailibeacons.com
5. Smarterbeacon.com
6. Swarmbeacon.com
7. Swarmbeacons.com

8. Swarmdevices.com
9. Swarmfactor.com
10. Swarmibeacon.com
11. Swarmibeacons.com
12. Swarminstore.com
13. Swarmportal.com
14. Swarmretailing.com
15. Swarmyourstore.com
16. Swarm-mobile.co.uk
17. Swarm-mobile.de
18. Swarm-mobile.com
19. Swarm-mobile.co.nz

**Social Media:**

1. Facebook page
2. Instagram
3. LinkedIn
4. Twitter